REMARKS

Claims 1-33 are pending in this application. Claims 1-33 stand rejected under 35 U.S.C. 102(e) based upon Early et al. (US Publication No. 2003/0004868) [hereinafter Early]. Additionally, claim 8 is rejected under 35 U.S.C. 112, second paragraph.

By this amendment, claims 2, 4, 8 and 32 are amended and new claims 34-43 (of which claim 41 is independent) are added.

In view of the foregoing amendments and the following remarks, reconsideration is respectfully requested.

Referring to claim 1. Independent claim 1 is directed to a method for electronically processing a commercial transaction. As claimed, the method comprises determining whether a monetary amount associated with the transaction meets a selected threshold amount. When said monetary amount associated with the transaction does not meet said selected threshold amount, a first account is utilized for settling the transaction. When the monetary amount associated with the transaction does meet the selected threshold amount, a second account is utilized for settling the transaction.

Claim 1 is rejected under 35 U.S.C. 102(e) based upon Early. The examiner states that Early shows applicant's claimed invention. Applicant traverses this finding and rejection. Early teaches a system and method for managing credit accounts having an adjustable credit limit. (Early, paragraph 0009). The credit limit of a credit account is adjusted based on a determination that the credit limit is likely to be reached by a possible transaction made by the consumer. (Early, paragraph 0009).

Accordingly, Early's teachings are vastly and fundamentally different than applicants claimed invention. Indeed, Early's teachings teach away from applicant's claimed invention. Whereas Early teaches using a *single* credit account and adjusting the credit limit as necessary, applicant claims an entirely different invention. Applicant's claimed invention requires *two separate accounts*. Additionally, whereas Early is focused solely on an adjustable credit account, applicant's inventions may employ debit or credit accounts.

In short, Early does not teach using two accounts, as claimed. Accordingly, applicant believes that the 102(e) rejection is improper and overcome.

Referring to claim 2: Claim 2 depends from claim 1. In the method claim 2, as amended, the first account is an account of a user making the commercial transaction at a point of sale terminal, wherein said first account is associated with a communications service that is also available for use by the user for a communications service not related to the commercial transaction, and wherein said first account is used to invoice the user for use of the communications service. (emphasis added to illustrate the amended subject matter).

In rejecting claim 2 based upon Early, the examiner cites Page 2, Paragraphs 0023-0027 of Early and states that "Early shows a method and system for managing accounts with adjustable credit limiting where communication services are entailed – a communication device without any corresponding communication service is impossible." Early shows nothing more than conventional communication connections between a Merchant Point of Sale Terminal (502), a credit card clearinghouse (504) and the data processor (508) of a credit card issuer.

However, Early teaches or suggests nothing of what applicant claims in claim 2. Claim 2, as amended, is not at all directed to standard data communication between a merchant, a clearinghouse, and a card issuer, but rather clearly states that the "first account" "of the user" is associated with a "communications service that is also available for use by the user for a communications service not related to the commercial transaction" and wherein the "first account is used to invoice the user for use of the communications service." So, Applicant's claimed invention enables the user to user the communications service via the first account for personal communications services, a limitation clearly not taught or suggested by Early. Additionally, the claimed first account is used to invoice the user for use of the communications service, a limitation also clearly not taught or suggested by Early.

Accordingly, applicant's claimed invention (of claim 2) is directed to using a communications account (such as the user's cellular account, as one example) to make a payment when the amount of the purchase is less than a threshold amount.

Early provides no such teaching. Thus, it is believed that the rejection to claim 2 is overcome.

Referring to claims 3 and 4. Claim 3 depends from claim 2 and includes the limitation that the second account is associated with a transaction processing service. Claim 4 depends from claim 3 and, as amended, includes the limitation(s) that the second account is selected from the group consisting of a credit account and a debit account. Claims and 4 are rejected based upon Early. Applicant traverses these rejections for at least the reasons that Early does not teach use of a second account and Early teaches only a single credit account and therefore does not teach a second account that is selected from the group consisting of a credit account and a debit account.

Referring to claims 5-9. Each of claims 5-9 depends from claim 3 (which in turn depends from claim 2, just discussed). Each of claims 5-9 further limits the claimed communications service, as follows: claim 5 (wireless); claim 6 (telecommunications); claim 7 (broad band); claim 8 (satellite); and claim 9 (cable).

In rejecting each of claims 5-9, the examiner states that Early shows "a method and system for managing accounts with adjustable credit limiting" (to which applicant again replies that such does not have applicability to the present invention) "where communication services are entailed." The examiner then states that each of the specific limitations of claims 5-9 -- namely wireless, telecommunications, broad band, satellite and cable, respectively – "is a parallel system".

Applicant respectfully traverses this rejection. First, in specifying their system connections (as described above), Early et al. do not teach "wireless", "telecommunications", "broad band", "satellite" or "cable" as claimed herein. For that reason alone, a Section 102 rejection is improper.

Additionally, each of claims 5-9 further limits the "said communications service" of claim 2 which, as discussed, is associated with the "first account" for use in making a payment if the purchase price does not meet a threshold. Accordingly, claims 5-9 (respectively) are directed to a *user using his or her* wireless account, telecommunications account, broad band account, satellite account, or cable account *to make a purchase*. The communication connections taught in Early are not connections using a *user's account*, as claimed, and they are not associated with an account *for*

making a payment, as claimed. Accordingly, it is believed that the rejections to claims 5-9 are overcome.

Referring to claim 10. Dependent claim 10 depends from claim 3 (which in turn depends from claim 2). Dependant claim 10 includes the limitation that the "first account" is associated with a "media service". Claim 10 is rejected on the grounds that "Early shows a system and method for managing accounts with adjustable credit limiting where communications services are entailed – media [i.e. television, cable, etc.] is a form of telecommunication service and is a parallel system."

Applicant traverses this rejection. The fact that Early teaches an adjustable credit limiting system and method has no bearing on the presently claimed invention. The fact that Early's system uses communications between a merchant, clearinghouse, and card issuer has no bearing on the present invention, as claimed. Additionally, the examiner states that "television and cable, etc." "is a form of telecommunication service" but nowhere does Early teach or suggest anything having to do with "television" or "cable". Clearly, Early does not teach using a *user's account* that provides media service *for making a payment*. It is believed that the rejection to claim 10 is overcome.

Referring to claims 11 and 12. Dependent claim 11 includes the limitation that the transaction is initiated with "a communications device" associated with the first account. Claim 12 depends from claim 11 and includes the limitation that the communications device is "a wireless communications device". Citing paragraphs 0023-0027 of Early, the examiner contends that Early teaches these limitations. Applicant traverses these rejections. Early does not teach using a user's communications device and, namely, a user's wireless communications device, to initiate a transaction as claimed.

Referring to claim 13. Dependent claim 13 depends from claim 11 includes the limitation that the communications device that initiated the purchase transaction is an "interactive television". Again citing paragraphs 0023-0027 of Early, the examiner contends that "television . . . is a form of telecommunications service and is a parallel system." Applicant traverses this rejection. Early does not teach using a user's interactive television to initiate a purchase, as claimed.

<u>Referring to claim 14</u>. Dependant claim 14 includes the limitation that the communications device that initiates the transaction is a telephone. Applicant traverses the examiner's conclusion that Early paragraphs 0023-0027 teach the claimed limitation of claim 14. Early does not teach initiating a transaction via a telephone, as claimed.

<u>Referring to claim 15</u>. Dependant claim 15 depends from claim 14 and includes the limitation that the telephone operates on an Internet protocol. Applicant traverses the examiner's rejection based upon Early and submits that nowhere does early teach using an IP telephone to initiate a transaction. Accordingly, the section 102 rejection is improper and overcome.

<u>Referring to claim 16</u>. Claim 16 is a dependent claim including the limitation that the communications device is a "personal computing device". The examiner contends that Early shows "a method and system . . . where communications services are entailed – personal and public communication service devices are utilized." Applicant traverses this rejection. Nowhere does Early teach a user using a personal computing device to initiate a transaction.

<u>Referring to claims 17-21</u>. Claims 17-21 are dependant claims including limitations that the transaction is guaranteed by a guarantor (claim 17), wherein the guarantor comprises at least one organization which provides communications or electronic media services (claim 18), wherein the guarantor comprises a plurality of organizations which provide communications or media services (claim 19), wherein the guarantor comprises at least one organization which provides banking services (claim 20), and wherein the guarantor comprises at least one organization which provides payment processing services (claim 21). Applicant traverses the rejections of these claims based upon and Early and particularly points out that Early fails to teach or suggest organizations that provide personal communications or media services acting as a guarantor of a transaction, as claimed.

<u>Referring to claim 22</u>. Claim 22 – an independent claim – is directed to a method for electronically processing a commercial transaction. The method comprises determining whether the sum of a monetary amount associated with the transaction and monetary amounts associated with other commercial transactions made within a selected

time period meets a selected threshold amount. When said sum does not meet said selected threshold amount, a first account is utilized for settling said commercial transactions. When said sum does meet said selected threshold amount, a second account is utilized for settling said commercial transactions.

Claim 22 stands rejected under Section 102(e) based upon Early. The examiner indicates that "[c]laim 22 parallels the limitations of claim 1" and "[a]s such, claim 22 is rejected under the same basis as is claim 1". Applicant traverses this rejection. In addition to traversing this rejection for the reasons stated above, applicant points out that claim 22 differs from claim 1 in that method of claim 2 is determining whether the "*sum*" of amounts meets a selected threshold amount.

Referring to claims 23-26. Applicant traverses the rejection of each of claims 23-26 for at least the reasons stated above with respect to claims 2, 10, 11 and 17 respectively.

Referring to claim 27. Claim 27 – an independent claim – is directed to a method for electronically processing a commercial transaction. The method comprises determining whether a merchant associated with said commercial transaction is an authorized merchant. When it is determined whether said merchant associated with said commercial transaction is authorized, utilizing a first account for settling said commercial transaction, and when it is determined that said merchant is not an authorized merchant, utilizing a second account for settling said commercial transaction.

Claim 27 is rejected based upon Early on the grounds that it "reflects the limitations of claim 1" and "as such, claim 27 is rejected under the same basis as is claim 1". Applicant traverses this rejection. Claim 27 does not reflect the limitations of claim 1. Claim 27 determines whether a merchant is authorized, not whether a monetary threshold is met. Early does not teach or suggest the limitations of claim 27. Accordingly, it is believed that claim 27 is allowable.

Referring to claim 28. Applicant traverses the rejections of claim 28 for at least the reasons set forth above with respect to claims 2 and 10.

Referring to claim 29. Applicant traverses the rejections of claim 29 for at least the reasons set forth above with respect to claim 3.

Referring to claim 30. Applicant traverses the rejections of claim 30 for at least the reason that Early does not teach a second account.

Referring to claim 31. Applicant traverses the rejections of claim 28 for at least the reason that Early does not teach first and second accounts that are selectable by the user since Early uses only one account.

Referring to claim 32. Applicant traverses the rejections of claim 28 for at least the reasons that Early does not teach selecting first and second accounts and Early does not teach making such a selection on a user interface of a communications device, as claimed.

Referring to claim 33. Applicant traverses the rejection of claim 33 for at least the reason that Early fails to teach setting a default account selection as claimed.

Referring to new claims 34-43. Applicant believes that new claims 34-43 are allowable. In particular, applicant points out new claim 34 (depending from claim 1) in which the first account is a *debit* account. Early is directed to an adjustable balance *credit* account in which determining a credit limit is important. Early teaches nothing of a debit account nor would its teachings apply to a debit account. Applicant also points out new claim 37 which includes a limitation that the threshold is common for all of a plurality of users of the system. Early is directed to determining individual credit limits for each user based upon the user's circumstance.

In view of the foregoing amendments and remarks, it is believed that this application is in condition for allowance. Such action is respectfully requested.

Respectfully submitted,

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